

COPY

**DIRECTOR OF ADMINISTRATION
AND
FINANCE**

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the TIVERTON SCHOOL COMMITTEE, the school committee of the Town of Tiverton in the State of Rhode Island, hereinafter sometimes called the Committee, and Douglas Fiore, hereinafter sometimes called the Business Manager, WITNESSETH AS FOLLOWS:

- 1. Purpose.** This agreement sets forth the terms and conditions of employment by the Committee of the Business Manager and supersedes all previous agreements, written or oral.
- 2. Term.** The Committee shall employ Douglas Fiore Business Manager of the Tiverton School Department, for a term from September 17, 2007, to September 17, 2010, inclusive; the said Douglas Fiore accepts said employment on following terms and conditions.
- 3. Compensation.** The annual salary for the first pay period of September 17, 2007, until September 17, 2008 shall be a salary of \$89,857 per annum payable in equal bi-weekly installments. The salary increase for the second year of the contract, September 17, 2008 through September 17, 2009, shall be equal to the increase given to the administrators. The salary increase for the third year of the contract, September 17, 2009 through September 17, 2010 shall be equal to the increase given to the administrators.
- 4. Benefits.**

(a) The Business Manager shall receive term life insurance coverage, with accidental death and dismemberment benefits, in accordance with the certified staff.

(b) The Business Manager shall receive retirement provisions in accordance with the non-certified contract agreement, contributions by the Business Manager and the Committee to be in accordance with current state regulations; Business Manager shall receive Workmen's Compensation coverage.

(c) The Business Manager shall receive Blue Cross/Blue Shield Plan with Major Medical Coverage and Delta Dental Level coverage or other health insurance and or dental insurance as negotiated by the School Committee in accordance with the benefits applicable to twelve-month administrative employees, in accordance with Committee policy.

(d) The Business manager shall receive the opportunity to participate in tax-sheltered annuity programs as per the provisions of the School Committee policy, but he is solely responsible for any tax consequences related thereto.

(e) Vacation and other leave allowances:

(1) The Business Manager shall be entitled, if needed, to fifteen (15) days sick leave each year. Sick leave may be accumulated up to 180 days. At the termination of employment the Business Manager shall not be reimbursed for any unused accumulated sick leave.

(2) The Business Manager shall be entitled to up to five (5) personal days with pay each year upon approval of the Superintendent of Schools. Personal leave shall not be used for recreational purposes nor may it be combined with a vacation or holiday period without the approval of the Superintendent of Schools. Time off, with pay, for personal reasons, may be granted at the discretion of the Superintendent of Schools; such leave shall be deducted from his annual vacation leave.

(3) The Business Manager shall be excused for jury duty with pay, less compensation received for such duty.

(4) The Business Manager shall be granted a leave for death for five (5) consecutive calendar days, (with full pay for work days which occur during said five calendar day period), in the case of death of a father, mother, brother, sister, husband, wife or child, father-in-law or mother-in-law, grandchild and any other relative residing in the employee's household; one (1) day, with full pay, in the case of death of a grandparent, aunt, uncle, cousin, niece, nephew, brother-in-law or sister-in-law, provided however, that in case of extenuating circumstances two additional days may be granted at the discretion of the Superintendent of Schools. The above provision for two (2) days leave shall apply equally to relatives whether by blood or marriage.

(5) The Business Manager shall accrue twenty-five (25) vacation days each year, exclusive of paid holiday to be taken at the discretion of the Superintendent. Vacation days not taken during any year shall not be taken in the following year or years unless approved by the superintendent of schools. If the contract is prematurely terminated by the School Committee, the Business Manager will be paid for whatever remaining vacation days in the contract at a per diem rate.

(f) Travel and Other Professional Expenses:

(1) The Business Manager shall be provided a stipend of \$150.00 per month for purposes of local and regional school-related travel.

(2) As approved by the Superintendent of Schools, reasonable travel, registration, and hotel expenses will be reimbursed for the Business Manager's attendance at conferences and meetings, and for recruiting purposes.

(3) The Business Manager may attend professional meetings at the local, state, and national levels, as well as periodic seminars and workshops related to the demands of his position, and those reasonable expenses would be borne by the Committee in keeping with its established policies. The Business Manager would request permission for any meetings which would be held out-of-state.

(4) The Committee will provide payment of annual dues for the Business Manager for membership in organization of school business officials.

(5) The Committee will provide payment for at least two (2) subscriptions annual for professional periodicals selected by the Business Manager.

(g) The Committee shall defend and indemnify the Business Manager against all legal actions or proceedings or any kind or nature whether judicial, quasi-judicial, or administrative brought against the Business manager arising out of his exercise of the duties of Business Manager, including indemnification against all costs sustained in any such legal action or proceedings or the threat of such legal action or proceedings and indemnification against any judgment or other relief awarded against the Business manager in any such legal action or proceedings. Provided, however, the Committee will not defend nor indemnify the Business Manager for actions determined to be outside the scope of his actual or apparent authority as said

Business Manager or any activity ultimately criminal in nature under Title II of the Rhode Island General Laws.

5. Evaluation. The Business Manager will receive a written evaluation of her performance accompanied by related discussion, with the superintendent of schools or if necessary the Committee by June 30th of each year of this agreement. Said evaluation will be conducted by the Superintendent of Schools under a format mutually agreed to by the parties to this agreement.

6. Contract Termination. This employment contract may be terminated by:

- (a) Mutual agreement of the parties;
- (b) Retirement, disability or death of the Business Manager;
- (c) Termination by the Committee in accordance with the laws of Rhode Island after providing the Business Manager with twenty (20) days' written notice of the reason for the proposed termination.

It is understood and agreed that the Business Manager shall be subject to suspension and/or dismissal by the Committee for cause, such as, but not limited to, incompetence, assault, cruelty, insubordination, neglect of duty, incapacity, conduct unbecoming a Business Manager (scandal, arrest, etc.) or failure in whole or in part, to observe, perform and comply with the provisions of this agreement, the directions of the Committee, the laws of the State of Rhode Island or the applicable state regulations and rulings. Before any dismissal, the Business Manager shall be given a written statement of the cause of such dismissal and shall be entitled to a hearing thereon. Upon such dismissal, this agreement shall forthwith terminate. Nothing herein shall prevent the immediate suspension of the Business manager, with pay, for the good of the system.

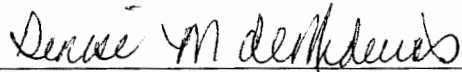
If any portion of this contract is deemed illegal due to conflict with state or federal law, the remainder of the contract shall remain in full force and effect; further, this contract does not constitute any obligation either written or implied for re-employment beyond the term set forth herein.

7. Renewal. This agreement shall automatically be renewed for one (1) year if either party does not notify the other, in writing, by July 1st of each year of its intent to terminate the agreement and shall be automatically renewed for further terms of one (1) year if either party does not notify the other, in writing, by July 1st of the then renewal term of its intent to terminate the agreement.

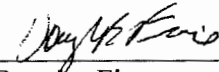
8. Term of Agreement. This agreement shall be effective from September 17, 2007 through September 17, 2010, and shall not be altered except by a subsequent writing executed by the parties of this agreement.

This agreement is entered into on August 28, 2007, at Tiverton, Rhode Island.

TIVERTON SCHOOL COMMITTEE



By: Denise deMedeiros Tiverton School Committee Chairperson



Douglas Fiore

This Employment Contract was approved by vote of the Tiverton School Committee at a public meeting duly held on August 28, 2007 and has been made a part of the minutes of that meeting.

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